TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Recon Instruments Inc.		08/27/2013	CORPORATION: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85930274	RECON JET
Serial Number:	85307091	RR RECON READY
Serial Number:	85036258	RECON
Serial Number:	85034388	RI

OP $115.00 85930274

CORRESPONDENCE DATA

Fax Number: 7349302494

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 734-761-3780
Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	08/30/2013

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 27, 2013, between **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank") and **RECON INSTRUMENTS INC.**, a corporation existing under the laws of British Columbia ("Debtor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Debtor in the amounts and manner set forth in that certain Loan Agreement between Bank and Debtor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Debtor, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in its Intellectual Property, as defined in that certain General Security Agreement executed by Debtor and dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") to secure the Obligations.

C. Pursuant to the terms of the Security Agreement, Debtor has granted to Bank a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Debtor grants and pledges to Bank a security interest in all of Debtor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Debtor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property in connection to which Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Debtor hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as Debtor's true and lawful attorney to modify, in its sole discretion, this Agreement without first obtaining Debtor's

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approval of or signature to such modification by amending Exhibits A, B, and C, hereto, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims to have any right, title or interest. The appointment of Bank as Debtor's attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Bank's obligation to provide advances is terminated.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

20th Floor , 250 Howe Street
Vancouver, BC V6C 3R8

DEBTOR:

RECON INSTRUMENTS INC., a corporation existing under the laws of the British Columbia.

By: _____

Name: R. Todd Tessier

Title: P/CFO

Address of Secured Party:

Comerica Bank
M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: National Documentation Services

SECURED PARTY:

COMERICA BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement (1323594)]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

20th Floor , 250 Howe Street
Vancouver, BC V6C 3R8

DEBTOR:

RECON INSTRUMENTS INC., a corporation existing under the laws of the British Columbia.

By:_____

Name:_____

Title:_____

Address of Secured Party:

Comerica Bank
M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: National Documentation Services

SECURED PARTY:

COMERICA BANK

By: Robert Rosen

Name: ROBERT ROSEN

Title: SENIOR VICE-PRESIDENT & REGIONAL MANAGING DIRECTOR

[Signature Page to Intellectual Property Security Agreement (1323594)]

EXHIBIT A

United States Copyrights

None.

EXHIBIT B

United States Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
System and method for non-wirelessly determining free-fall of a moving sportsman	12/942857	11/9/10	7,991,565	8/2/11
Goggles	29/383698	1/20/11	D673206	12/25/12
Head mounted information systems and related methods	13/522684	1/18/11	n/a	n/a
Control systems and methods for head-mounted information systems	13/501735	10/13/10	n/a	n/a
Gaze detecting heads-up display systems	13/781386	02/28/13	n/a	n/a
Modular heads-up display systems	13/740030	1/13/13	n/a	n/a

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EXHIBIT C

United States Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
RECON JET	85/930274	5/13/13	n/a	n/a
RR RECON READY (and Design)	85/307091	4/28/11	n/a	n/a
RECON	85/036258	5/12/10	n/a	n/a
RI (and Design)	85/034388	5/10/10	n/a	n/a

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